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9 UNITED STATES FIDELITY AND GUARANTY
10 COMPANY, et al.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES FIDELITY AND
GUARANTY COMPANY, et al.,

Case No. C03-5376-SBA (EMC)
(RELATED CASE)

Plaintiffs,

v.

THE SCOTT COMPANIES, INC., et al.,

Defendants.

UNITED STATES FIDELITY AND
GUARANTY COMPANY, et al.,

Case No. C06-5590 EMC
(RELATED CASE)

Plaintiffs,

v.

ROBERT NURISSO, et al.,

STIPULATION AND ORDER RE:
LIFTING TRO FOR LIMITED PURPOSE
OF PERMITTING JOSEPH GUGLIELMO
TO PAY BANK OF AMERICA ACCOUNT
FUND TO PLAINTIFFS ; ORDER

Defendants.

Plaintiffs United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company and St. Paul Medical Liability Insurance Company (collectively, "Plaintiffs") and Defendant Joseph Guglielmo, by and through their counsel of record, stipulate and agree as follows:

...

1 WHEREAS,

2 A. On September 22, 2006, a Stipulation and Order Re: Issuance Of Temporary
3 Restraining Order ("TRO") was entered in the instant action.

4 B. There are funds in the amount of \$68,013.82 held in Bank of America bank
5 account no. 05255-40012 that is in the name of Guggs Investments, LP and/or
6 Joseph Guglielmo ("Bank Funds") that are subject to the TRO.

7 C. A Judgment dated June 1, 2007 ("Judgment") and an Order Granting in Part and
8 Denying in Part Plaintiffs' Motion for Attorneys' Fees, Expenses, and Costs
9 dated September 18, 2007 ("Order") were both entered in favor of Plaintiffs and
10 against Guglielmo in both of these actions.

11 D. Plaintiffs, Guglielmo and Guggs Investments, LP have agreed that the Bank Funds
12 will be paid to Plaintiffs to satisfy a portion of the amounts owed Plaintiffs under
13 the Judgments and Orders.

14 WHEREFORE, Plaintiffs, Guglielmo and Guggs Investments, LP agree that, as to the
15 Bank Funds only, the TRO will be lifted so that the funds can be paid to Plaintiffs.

16 IT IS SO STIPULATED.

17 Dated: July 2, 2008

18 August 5, 2008

19 Dated: July 31, 2008

20 Dated: July 31, 2008

21 WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.

22 By: an
23 Counsel for Plaintiffs

24 LAW OFFICES OF JAMES M. SULLIVAN, INC.

25 By:
26 Counsel for Joseph Guglielmo, Ardis Guglielmo
27 and Guggs Investments, LP

28 Joseph Guglielmo

By: JP Guglielmo

1 Dated: July ____, 2008

Ardis Guglielmo

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By: _____

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4 Dated: July 31, 2008

Guggs Investments, LP

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By: Joe Guglielmo

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Printed: Joe Guglielmo
7 Its: General Partner

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ORDER

10 Based upon the foregoing stipulation, and good cause appearing therefore, the Court
11 orders that the temporary restraining order entered on September 22, 2006 be lifted only with
12 respect to the \$68,013.82 held in Bank of America bank account no. 05255-40012, so that said
13 funds can be immediately paid to Plaintiffs.

14

IT IS SO ORDERED.

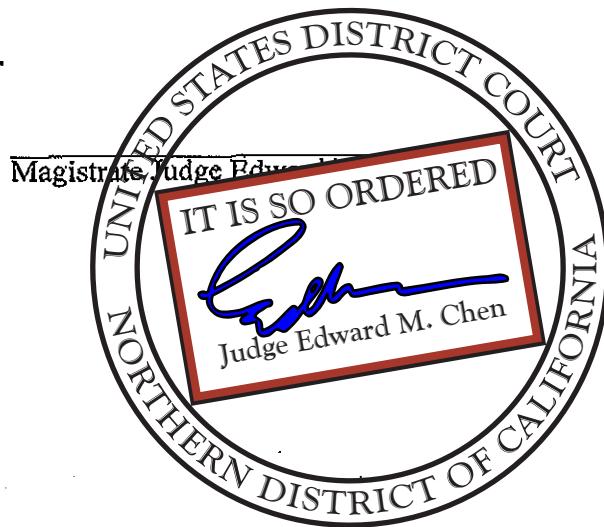
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August 6, 2008

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Dated July ____, 2008

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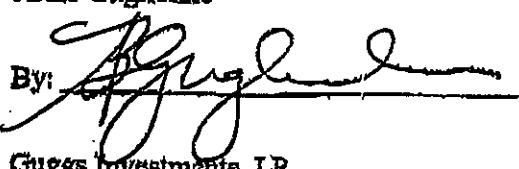
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1 Dated: July____, 2008

Ardis Guglielmo

2 By: 

3
4 Dated: July____, 2008
5 By: _____

6 Printed:
7 Its: General Partner

8
9 **ORDER**

10 Based upon the foregoing stipulation, and good cause appearing therefore, the Court
11 orders that the temporary restraining order entered on September 22, 2006 be lifted only with
12 respect to the \$68,013.82 held in Bank of America bank account no. 05255-40012, so that said
13 funds can be immediately paid to Plaintiffs.

14 IT IS SO ORDERED.
15

16 Dated July____, 2008.

17 Magistrate Judge Edward M. Chen

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WATT, TIBBER,
HOFFAR &
FITZGERALD, L.L.P.
ATTORNEYS AT LAW